

ZB# 93-7

**Prudential Relocation
Management**

73-4-6

Belton:

March 22, 1993.

Med copy of:

- ① Need there ✓
 - ② Title Report there ✓
 - ③ Photographs
 - ④ Fees: ① \$50.00 fee.
 - ② \$250.00 fee.
 - ⑤ Proxy - Power of Atty (here) ✓
- Notice to Sentinel on 3/24/93.

Public Hearing:

April 12, 1993.

Application
for Area Variance
Approved.

Refund \$70.00
paid on 7/2/93

file

MADE IN U.S.A.

NO. R753 1/3

ESSELTE

Oxford®

93-7-Prudential Relocation Management -
Area

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13249

Received of Prudential Insurance of New York \$ 50.00 ~~50~~
Fifty and 00 DOLLARS
For ZBA #93-7 Application 100
DISTRIBUTION:

FUND	CODE	AMOUNT
CR# 4692		50.00

By Pauline M. Downsand
Town Clerk
Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

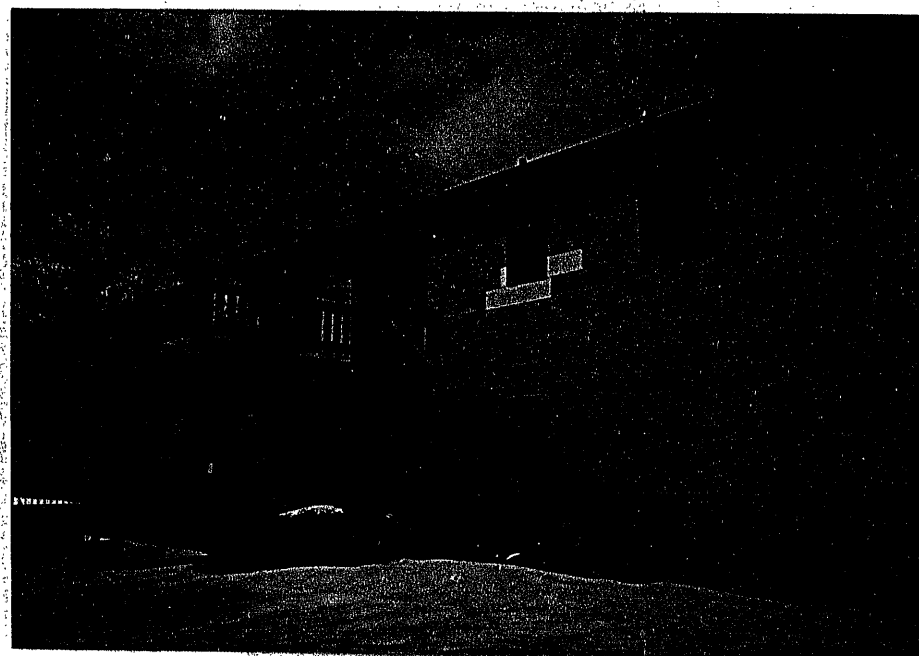
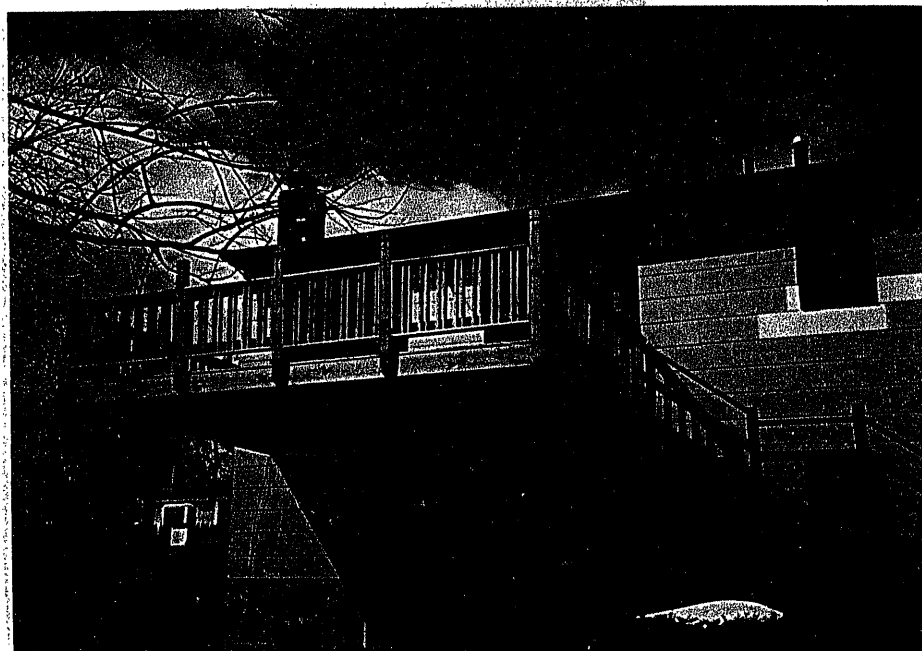


CR# 4692		50.00

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By William H. Green es
Down Clerk
 Title

48
vol





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT:

Dubiginsky, Stephen
Prudential Relocation Management
Call - Theresa - 469-2600 - (Chester)

FILE # 93-7

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00

* * * * *

paid
4692
4/7/93

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00

pd,
4693

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 3/22/93 - 4 pages . . . \$ 18.00
 2ND PRELIM. MEETING - PER PAGE . . . \$
 3RD PRELIM. MEETING - PER PAGE . . . \$
 PUBLIC HEARING - PER PAGE 6 pages - 7/12/93 . . . \$ 27.00
 PUBLIC HEARING (CONT'D) PER PAGE . . . \$
 TOTAL \$ 45.00

ATTORNEY'S FEES:

PRELIM. MEETING - <u>.1</u>	HRS.	\$ <u> </u>
2ND PRELIM. <u> </u>	HRS.	\$ <u> </u>
3RD PRELIM. <u> </u>	HRS.	\$ <u> </u>
PUBLIC HEARING <u>.2</u>	HRS.	\$ <u> </u>
PUBLIC HEARING <u> </u>	HRS. (CONT'D)	\$ <u> </u>
FORMAL DECISION <u>.6</u>	HRS.	\$ <u> </u>
TOTAL HRS. <u>.9</u>	@ \$ <u>150.00</u> PER HR.	\$ <u>135.00</u>
TOTAL		\$ <u>135.00</u>

MISC. CHARGES:

TOTAL		\$ <u>180.00</u>
LESS ESCROW DEPOSIT . . .		\$ <u> </u>
(ADDL. CHARGES DUE) . . .		\$ <u> </u>
REFUND TO APPLICANT DUE .		\$ <u>70.00</u>

(ZBA DISK#7-012192.FEE)

Lee:
Was this
refund sent out?
P.

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Prudential Empire of New York DR.
10 Moffatt Lane
Chester, N.Y. 10918

DATE			CLAIMED	ALLOWED
6/29/93	Refund - Consultation Fee overpayment Re: Dubiansky (ZBA Variance Application #93-7)		70.00	
	Approved: Patricia A. Barnhart ZBA			

ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

(73-4-6)

-----x
In the Matter of the Application of
PRUDENTIAL RELOCATION MANAGEMENT/
STEPHEN DUBIANSKY AND JOANNE DUBIANSKY.

DECISION GRANTING
AREA VARIANCE

#93-7.
-----x

WHEREAS, PRUDENTIAL RELOCATION MANAGEMENT, 2 Corporation Drive, Shelton, CT 06484, as attorney-in-fact for STEPHEN DUBIANSKY and JOANNE DUBIANSKY, the owners of record of the subject property located at 457 Philo Street, New Windsor, New York, have made application before the Zoning Board of Appeals for a 5 ft. rear yard variance for an existing deck attached to the rear of the residential dwelling at the above address, located in an R-4 zone; and

WHEREAS, a public hearing was held on the 12th day of April, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by Ronald R. Levine, Esq., who appeared on behalf of both PRUDENTIAL RELOCATION MANAGEMENT and STEPHEN and JOANNE DUBIANSKY, and who spoke in support of the application; and

WHEREAS, there was one (1) spectator present at the public hearing, to wit, a Ms. Suzanne Sweeney, and agent with Re/Max Benchmark Realty, who represented the prospective purchaser of the subject real property, and who spoke in further support of the application and who also provided some information regarding the character of the neighborhood surrounding the subject property; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations relating to rear yard set back in order to maintain an existing deck located at the rear of their residential dwelling located in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order to allow him to maintain the existing deck at the rear of the existing dwelling, which would otherwise

would conform to the bulk regulations in the R-4 zone.

4. The evidence presented on behalf of the applicant as supplemented by the evidence presented by the current building inspector, Michael Babcock, indicated that a certificate of occupancy for the house located upon the subject premises was granted in the year 1974. According to Mr. Babcock, it is not clear from the Town Building Inspector's records whether a deck was then attached to the rear of the residential dwelling. Mr. Babcock indicated that the then-building inspector may not have considered the rear yard set back regulations as applicable to decks. A review of the Town of New Windsor Assessor's records indicates that the property was assessed with a deck in 1979, although this does not necessarily indicate the date said deck was constructed.

5. The evidence presented by the applicant further indicated that the original deck apparently was enlarged in size by a prior owner, without having obtained a building permit and/or the necessary rear yard variance. The applicant, DUBIANSKY, found it necessary to rebuild this deck and did not obtain a building permit for this deck because he did not believe one was necessary in order to replace an existing deck with a deck of the same size. The applicant is now applying for a 5 ft. rear yard variance in order to rectify the failure of a prior owner, as well as a failure of the applicant, DUBIANSKY, to obtain the necessary building permits and the requisite 5 ft. rear yard variance, in order to permit the existing deck to remain as constructed.

6. The evidence presented by the applicant indicated that the subject property is improved with an above-ground pool and two outbuildings or sheds. The above-ground pool and one of the said outbuildings are located closer than 10 ft. to the applicant's property line. The applicant represented to the Zoning Board of Appeals that the above-ground pool and the one outbuilding located closer than 10 ft. to the property line will be removed by the applicant. Consequently, this Board has not given any consideration to granting variances on the said two violative structures. The one outbuilding or shed which is located more than 10 ft. from the nearest property line is not violative, may remain in its existing location, and is not the subject of any variance application to this Board.

7. The evidence presented at the public hearing indicated that the deck in question is 10 ft. by 12 ft. and is located in a rear yard which requires a minimum rear yard set back of 40 ft. The set back extends 5 ft. into this rear yard set back, making the provided rear yard 35 ft. The evidence presented at the public hearing by the applicant indicated that the entire rear yard is fenced with a stockade fence so that the location of the deck in the required rear yard set back does not adversely impact the neighboring properties. The applicant indicated that the deck is constructed in an attractive manner, and is in keeping with the residential character of the neighborhood. Ms. Sweeney indicated that most nearby properties are also improved with decks.

8. The evidence presented in behalf of applicant indicated that if the deck were reduced in size by 5 ft., in order to comply with the rear yard set back requirement, no useful purpose would be served nor would the neighborhood be improved in any way. Conversely, a deck which was 5 ft. smaller in size would result in a very narrow deck that was considerably less functional to the applicant, as well as being uneconomic since the size and shape thereof would detract from, rather than enhance, the value of the property.

9. The evidence presented by the applicant substantiated the fact that this variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since it would fit in well with the other residential dwellings adjacent thereto because many of the adjacent residential dwellings also have rear decks.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefits sought other than the variance procedure.

3. The requested variances^{is} are not substantial in relation to the bulk regulations for rear yard. It is the conclusion of this Board that the granting of the requested variance is warranted here because of the layout of the existing rear deck on the property makes its present location the most suitable with the least adverse impacts on the neighborhood and the applicant.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one due to the applicant DUBIANSKY'S failure to apply for a building permit^{is} for the rear yard variance which would have been required in order to obtain such a building permit, at the time that the deck was reconstructed. However, it is the finding of this Board that the applicant is now in the process of correcting this situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect

the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

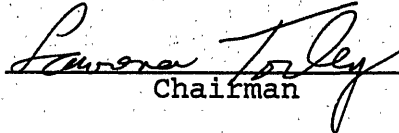
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 5 ft. rear yard variance in order to allow an existing deck at the above location in an R-4 zone, as sought by the applicant in accordance with plans filed with the building inspector and presented at the public hearing, SUBJECT TO the condition that the applicant remove the existing above-ground pool and one of the two existing outbuildings, or sheds, to wit, that outbuilding or shed which is located closer than 10 ft. to the property line.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: June 28, 1993.


Chairman

LEVINE, HOFSTETTER & FRANGK

ATTORNEYS AND COUNSELLORS AT LAW
316 MAIN MALL
POUGHKEEPSIE, NEW YORK 12601
(914) 473-2040
(800) 544-0570
FAX: (914) 473-3975

RONALD R. LEVINE
BRUCE HOFSTETTER
STANLEY A. FRANGK

DEBRA M. FRANGK
OF COUNSEL

March 25, 1993

Ms. Pat Barnhart
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

Re: Stephen Dubiansky
454 Philo St.

Dear Ms. Barnhart:

As per your request, enclosed please find a copy of the title report, deed, power of attorney and the application for variance, for the above captioned matter.

If you have any questions, please feel free to contact our office.

Very truly yours,

LEVINE, HOFSTETTER & FRANGK

Bruce Hofstetter/sp
Bruce Hofstetter

/sp
Enclosures

4/22/93. Public Hearing: Prudential/Dubiansky

Name:

Suzanne Sweeney
Ron Levine

Address:

347 Nina St NW
316 Main Mall
914
4732040 Poughkeepsie NY 12601

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Prudential Relocation Mt. / Dubrański

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

93-7.

-----x
STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On April 1, 1993, I compared the 72 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
5th day of April, 1993.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

Date 4/15/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor

DATE		CLAIMED	ALLOWED
4/12/93	Zoning Board Meeting	75	00
	Misc - 4		
	Forge Hill - 6 27.00		
	McCann / Prudential - 6 27.00		
	Prudential / DiBianco - 6 27.00		
	22pp	99	00
		174	00

PUBLIC HEARING:

PRUDENTIAL RELOCATION MANAGEMENT

MR. NUGENT: Request for 5 ft. rear yard variance for existing deck located at 454 Philo Street in an R-4 zone.

Ronald Levine, Esq. appeared before the board representing this proposal.

MR. LUCIA: Just for clarity on the record, since Prudential was the applicant on the previous preliminary, we should designate this one as Dubiansk, who's still the owner of record.

MR. LEVINE: Ronald Levine, I'm an attorney, Poughkeepsie, New York. I'm a partner to Bruce Hofstetter who signed the application and I'm here on behalf of this request for a variance.

MR. LUCIA: I see in looking at the power of attorney that apparently was limited solely to sale or transfer of real property which this is not but if you tell me you're an attorney representing the Dubianskis, I think we can proceed.

MR. LEVINE: I'm representing Dubianski and Prudential, this is relocation property, the title at the present time remains in Dubianski. However, he has signed off all other rights to Prudential in consideration of having already been paid. And in most cases in the relocation situation, title does not actually pass to the relocation company, it passes to the end purchaser at the time of closing which is going to be the case here. This property is under contract of sale, there's a mortgage commitment, and the survey taken in connection with the closing disclosed that there was a new deck constructed after Dubianski purchased the property and that deck was too large. Dubianski apparently believed that since there was already a deck there, he did not have to get a new building permit or he would have found this out at the time. We have no way of knowing how big the previous deck was, it may actually have been the same size as

this one but in any case, this deck requires an area variance of five feet. Now, I'm going to pass some pictures of the deck around, you'll see that it is a relatively high quality deck, it's not an eyesore and in that respect, it I'm sure is in keeping with the neighborhood. It also seems to be pretty well supported both with steel columns and with reinforced walls so that it, I'm assuming is safe. Now, you may notice in some of these pictures an above-ground pool which is not in very good condition and is over in the corner of the property. I only mention that because as I now pass around the survey, you're going to also discover that the above-ground pool is setting on this survey.

MR. TORLEY: Are we assuming that an above-ground pool is going to be removed?

MR. LEVINE: Yes, we're not requesting a variance for the above-ground pool because it's going to be removed and may in fact already be removed. It was not part of the consideration.

MR. HOGAN: Is Prudential responsible for the removal of that pool?

MR. LEVINE: Yes, it is. We have a tentative purchaser here who has made it clear, whose attorney has made it clear that he does not intend to close until we comply with the ordinances and I have been representing Prudential, Caldwell Banker and the other relocating companies in this area since 1978, I've never been in a situation where they have not complied with the municipal requests.

MR. LUCIA: I thank you for the survey. I notice in looking at it, there are two out buildings, I gather they are sheds, I can't read that too well without any offset shown.

MR. LEVINE: Do those out buildings, are those out buildings permanent?

SUSAN SWEENEY: No they are not.

MR. LEVINE: Do you know how far away from the--

MS. SWEENEY: There's one I believe is more than ten feet, there's an older one that is falling down that might be a little closer but that is not a permanent structure.

MR. LEVINE: Is that also going away?

MS. SWEENEY: I was under the assumption that it will be.

MR. LUCIA: As long as the one that remains is more than ten feet, we don't have a problem.

MR. LEVINE: The only other comment I wish to make this is a relatively large back yard, there is a stockade fence which is 6 foot high or less that circles the entire back yard from the rear corner of the house on both sides out to approximately the property line. There's then a metal shed and a playhouse, the deck takes up only a small portion of this rear yard and I think it's in keeping with the residential quality of the neighborhood. The pictures speak for themselves. I ask the Zoning Board of Appeals to exercise its discretion in favor of granting this area variance.

MR. LUCIA: Just let me explore with you a couple specifics from 267B. Do you feel an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties if this variance is granted?

MR. LEVINE: Absolutely not, it's a very attractive deck and to make it smaller would not serve any useful purpose.

MR. LUCIA: Is the benefit which you seek here achievable by any other method feasible for you other than an area variance?

MR. LEVINE: You can make the deck smaller. Once again, I see nothing that can be gained by doing that.

MR. LUCIA: If the deck were made smaller, would it be less functional, would it be uneconomical?

MR. LEVINE: It's a 10 by 12 deck, if you were to take five feet off it, it would be very narrow.

MR. LUCIA: Is the area variance you're seeking substantial?

MR. LEVINE: I don't believe so. We have already pointed out that the deck is only 10 by 12, so that is in approximately 12 linear feet, it's less than 40 feet from the rear line.

MR. LUCIA: And that is on a lot which is approximately 100 feet wide. Would the proposed variance have an adverse effect or impact on physical or environmental conditions of the neighborhood?

MR. LEVINE: It's hard to believe that there could be any adverse effect, this property and the deck included is surrounded by a stockade fence. While the deck is higher than the stockade fence, it's not unsightly, it's in good repair, it's a relatively new deck so I think that it speaks for itself.

MR. LUCIA: Are most of the nearby properties also improved with decks?

MS. SWEENEY: Yes. I'm an agent with REMAX Benchmark Realty.

MR. LUCIA: Was the alleged difficulty self-created?

MR. LEVINE: Yes, it was. These folks simply believed since there was a deck they had a right there to replace it not knowing that they were creating a need for a variance.

MR. LUCIA: You're doing what you can to rectify the situation at this point?

MR. LEVINE: Yes.

MR. LUCIA: Thank you for providing deeds and title

policy. I see they turned out certain restrictions, easements. If this board should grant the variance you're seeking, is there anything affecting title to this property which would prohibit you from maintaining the deck concerning which you're now seeking a variance?

MR. LEVINE: Not to my knowledge. Is it appropriate to leave the pictures with you?

MR. LUCIA: Yes.

MR. LEVINE: Well, I have negatives so that it's perfectly okay to make the record by leaving.

MRS. BARNHART: We only need one.

MR. NUGENT: Anybody in the audience like to speak at this time?

MS. SWEENEY: Other than I represent the buyers in this transaction and they are anxiously awaiting to close on this by the end of the month. Their commitment is only good until the end of the month. They have been waiting quite a while.

MS. KRASINSKI: Equally I also have buyers, they had their commitment and they just got an extension so both these properties sold rather quickly in consideration of today's marketplace, they sold within 24 hours so they all got extensions and they are within two weeks. They are all going to be losing it. That is why we need to get this done, thank you.

MR. NUGENT: No further comments, I'll close the public hearing and open it back up to the board.

MR. TANNER: As long as the pool is coming down, I don't have a problem.

MR. TORLEY: We're sure about that?

MS. SWEENEY: Yes.

MR. NUGENT: Make the stipulation.

April 12, 1993

19

MR. TORLEY: I move we grant the variances subject to the removal of the above-ground pool shown on the site plan.

MR. TANNER: Second that motion.

ROLL CALL

MR. TANNER	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. HOGAN	AYE
MR. NUGENT	AYE

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-7

Date: 03/22/93

I. Applicant Information:

- (a) DUBIANSKY, STEPHEN, 454 Philo Street, New Windsor, N. Y. 12553 x
(Name, address and phone of Applicant) (Owner)
- (b) PRUDENTIAL RELOCATION MGT., 2 Corporate Drive, Shelton, CT. 06484
(Name, address and phone of purchaser or lessee)
- (c) HOFEITZER, BRUCE, ESQ., 316 Main Mall, Poughkeepsie, N. Y. 12601
(Name, address and phone of attorney) (914) 473-2040
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance () Sign Variance
- (x) Area Variance () Interpretation

III. Property Information:

- (a) R-4 454 Philo Street, New Windsor, N.Y. 73-4-6 100x100+
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 10/86
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a
- _____
- _____
- _____

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>40 ft.</u>	<u>35 ft.</u>	<u>5 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(See attached recitation)

(You may attach additional paperwork if more space is needed)

VI.. Sign Variance: n/a

(a) Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a
variance, and set forth your reasons for requiring extra or over size
signs.

_____.

(c) What is total area in square feet of all signs on premises
including signs on windows, face of building, and free-standing signs?

_____.

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law,
Section _____, Table of _____ Regs.,
Col. _____.

(b) Describe in detail the proposal before the Board:

_____.

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure
that the quality of the zone and neighboring zones is maintained or
upgraded and that the intent and spirit of the New Windsor Zoning is
fostered. (Trees, landscaping, curbs, lighting, paving, fencing,
screening, sign limitations, utilities, drainage.)

The parcel in question is located on Philo Street in a residential subdivision.
The quality of the zone, which is R-4 (single-family residential), will be main-
tained since the structure is located to the rear of the dwelling and fits in
with the other residential dwellings located nearby.

_____.

IX. Attachments required:

- x Copy of referral from Bldg./Zoning Insp. or Planning Bd.
 x Copy of tax map showing adjacent properties.

(Continued from Page 2)

Application for Area Variance - 5 ft. Rear Yard for Existing Deck at 454 Philo Street in an R-4 zone:

STEPHEN and JOANNE DUBIANSKY purchased the parcel of property located in the Woodwind Subdivision in October of 1986. Applicants purchased the property with a wooden deck attached to the rear of the residential dwelling. Shortly thereafter they replaced the deck with a larger deck (10 ft. by 12 ft.) without obtaining a building permit. Applicants were under the impression that if a deck was preexisting at the time of purchase, that they could replace it with a larger one without seeking a building permit.

The applicants are now in the process of selling the residential dwelling and cannot transfer title without a Certificate of Occupancy or Compliance.

It is the feeling of the applicants that the granting of the variance will not be detrimental to the health, safety or welfare of the neighborhood or community since the property is located in a residential neighborhood and most all residential dwellings in the neighboring subdivision have wooden decks attached.

The only feasible method which applicants can pursue is the variance process in view of the fact that the parcel is zoned for residential use with restrictions to the bulk regulations for rear yard. To construct a less spacious deck to replace the preexisting one would not be feasible or practical for applicants' needs.

Applicant feels that the request for a 5 ft. rear yard variance for the existing deck is inconsequential in light of the fact that there was an existing deck attached to the residential dwelling when applicants purchased same.

It is the feeling of the applicants that seeking the 5 ft. rear yard variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

The difficulties stated above are the result of a self-created hardship on the part of the applicants. However, applicants are willing to and are seeking the necessary approvals in order to conform to the bulk regulations in the R-4 zone.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 7

Request of PRUDENTIAL RELOCATION MANAGEMENT/DUBIANSKY

for a VARIANCE of

the regulations of the Zoning Local Law to

permit existing deck (10' x 12') with insufficient
rear yard;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regulations-Col. G

for property situated as follows:

454 Philo Street, New Windsor, N. Y., known and

designated as tax map Section 73-Blk. 4-Lot 6.

SAID HEARING will take place on the 12th day of
April, 1993, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

JAMES NUGENT
Chairman

POWER OF ATTORNEY

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

That I/we, Stephen Dubiansky and Joanne Dubiansky, do hereby appoint Bruce Hofstetter, Esq., or Stanley A. Frangk, Esq., my attorney(s)-in-fact TO ACT: Severally

First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

Real Estate or Cooperative Apartment Transactions; This power of attorney is made and executed solely and expressly for the sale or transfer of real property or a Cooperative Apartment; including Transfer of Share Certificates and assignment of leases for the premises known as 454 Philo Street, Town of New Windsor, Orange County, New York.

Second: This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal.

In Witness Whereof, I have hereunto signed my name and affixed my seal this 5th Day of December 1992

• Stephen Dubiansky
Stephen Dubiansky

• Joanne Dubiansky
Joanne Dubiansky

STATE OF New York
COUNTY OF Rockland SS:

On this 5th day of December Nineteen Hundred and ninety-two before me, the subscriber, personally appeared Stephen Dubiansky and Joanne Dubiansky to me personally known, and known to me to be the same person described in and who executed the foregoing Power of Attorney, and ~~before~~ they acknowledged to me that ~~he/she~~ they executed the same.

Mary Ann Walsh
Notary Public

My Commission Expires 5/26/93

MARY ANN WALSH, Notary Public,
State of New York, No. 4895112
Qualified in Rockland County
Commission Expires May 26, 1993

Date 4/11/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO FRANCIS ROTH 389 MOORE HILL RD DR.
NEW WINDSOR 114 12553

DATE			CLAIMED	ALLOWED
3/22/93		Zoning Board Meeting	75 00	
		Misc -2		
		Harris -6 27.00.		
		Prudential - 4 18.00		
		American Felt - 10 45.00.		
		Apache -24 108.00.		
		Pizzo -32 148.50.		
		Benmar - 15 67.50		
		94	423 00	
			498 00	

PRUDENTIAL RELOCATION MANAGEMENT

MR. NUGENT: Request for five ft. rear yard variance for existing deck located at 454 Philo Street in an R-4 zone.

Theresa Smallman of Prudential Empire, Realtor, appeared before the board representing this proposal.

MR. NUGENT: Tell us what you need to do, why you want this.

MS. SMALLMAN: We have a contractor sale pending right now, we're in violation with the setback, obviously. My understanding of it is that the Dubianskis (phonetic), who are the prior owners of the property, just had the deck rebuilt on the existing site, it was the prior owner at some point who extended it out from there. The owner history I really can't go back to who the owner was before that.

MR. NUGENT: Michael, can you enlighten us at all?

MR. BABCOCK: The existing survey doesn't show a deck, I'm not sure when the house was built, it was in 1974, yeah, October of '74 the C.O. was issued and the survey that they supplied the Town with one that was issued didn't show a deck period. Now it shows a 12 by 10 deck which encroaches on the rear yard setback, shows that it is 35 feet off the property line in the rear yard which requires 40. I can say that most houses over here did have decks on them when they were built and that back in '74, there was certain situations where decks weren't considered in the setbacks and as the board well knows that so there well could have been an existing deck. There's a set of sliders, I'm sure they required it back then but as we speak today, there's a deck that is 35 feet from the property line instead of 40.

MR. LUCIA: Is record title to the lot still held by Dubianski?

MS. SMALLMAN: Yes, we have power of attorney.

MR. LUCIA: You'll need to obtain from them a proxy authorizing you to present this application on their behalf since they are still in title if your power of attorney is broad enough to do that.

MS. SMALLMAN: The attorney has that.

MR. LUCIA: Check with them in advance to make sure your power of attorney is broad enough to let them do that. If not, you have to have a letter proxy authorizing you on their behalf to present this application, doesn't have to be notarized.

MR. BABCOCK: Deck has been there since '79, according to our records, the assessor's records, if that helps.

MR. NUGENT: Is there a building permit in '79?

MR. BABCOCK: No.

MR. TANNER: Just appeared, grew.

MR. BABCOCK: That is what they are here for, we won't give them a building permit until they get a variance.

MR. LUCIA: Herb, I notice on the assesor's list you show up as a property owner within 500 feet. I don't know if that is accurate, it doesn't make any difference as long as you don't feel it would affect your ability to vote on the issue.

MR. LANGANKE: That is my father. How did we find out about this?

MR. BABCOCK: Apparently, they are selling the house and Prudential's relocating them, I only assume that and they wrote us a letter asking us these questions on July 14 and we answered them on July 27 that there was a problem with the deck and also a problem with a fireplace which has no bearing on this. I don't think they physically measured the property lines. I think what they did is that there's a survey and apparently the survey shows the house being 31 feet off the front and the house is 24 feet, the deck is 12 and that is how the calculation come up.

MR. TORLEY: Again, I don't know whether they need to have it surveyed, make sure they have the right distance.

MR. LUCIA: This board only reacts to the numbers you provide so it's up to you, you don't have to engage a surveyor but you want to be reasonably confident of the numbers you're coming in with. If it turns out you go to sell the property, the purchaser gets a survey and finds out you need a larger variance than the one you're asking for, our standard advice is to be confident of the numbers.

MS. SMALLMAN: It's possible they may have already even had a survey done.

MR. LUCIA: Just check the 5 foot variance request as long as it's that much or less, you're okay.

MS. SMALLMAN: Okay.

MR. LANGANKE: Maybe measure the deck, maybe you don't need the variance.

MS. SMALLMAN: I measured the deck, it's 12 feet.

MR. LANGANKE: I have no more questions.

MR. NUGENT: I'll accept a motion.

MR. TANNER: I make a motion we set them up for a public hearing.

MR. LANGANKE: I second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. LUCIA: You're applying for an area variance, the

legal test the board has in deciding on that is to weigh the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by granting that variance from the zoning ordinance. There are five factors that you have to speak to in addressing that issue before the board. I'll give you a copy of Section 267B of the Town Law and there's an arrow in the margin that pertains to the paragraph that spells out those five factors. When you come back, address those specific issues. We'd also like to see some photographs, just bring them back to the public hearing as well as a copy of the Dubianski's deed, if their power of attorney is adequate, that is fine and also like to see a title policy.

MS. SMALLMAN: Okay, sure no problem.

MR. LUCIA: The cover sheet on there explains what to do, fill it out return it to Pat along with two checks, one for \$50 and a second one \$250 deposit against Town consultant's fees, any questions, give her a call.

Realtor:

Prudential Empire
Theresa Smallman
469-2600

Prelim.

March 22, 1993-

93-7

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MARCH 2, 1993

APPLICANT: PRUDENTIAL RELOCATION MANAGEMENT (owner)
2 CORP. DRIVE
SHELTON, CT 06484

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: FEBRUARY 24, 1993
FOR (BUILDING PERMIT):

LOCATED AT: PHILO STREET #454-

ZONE: R4

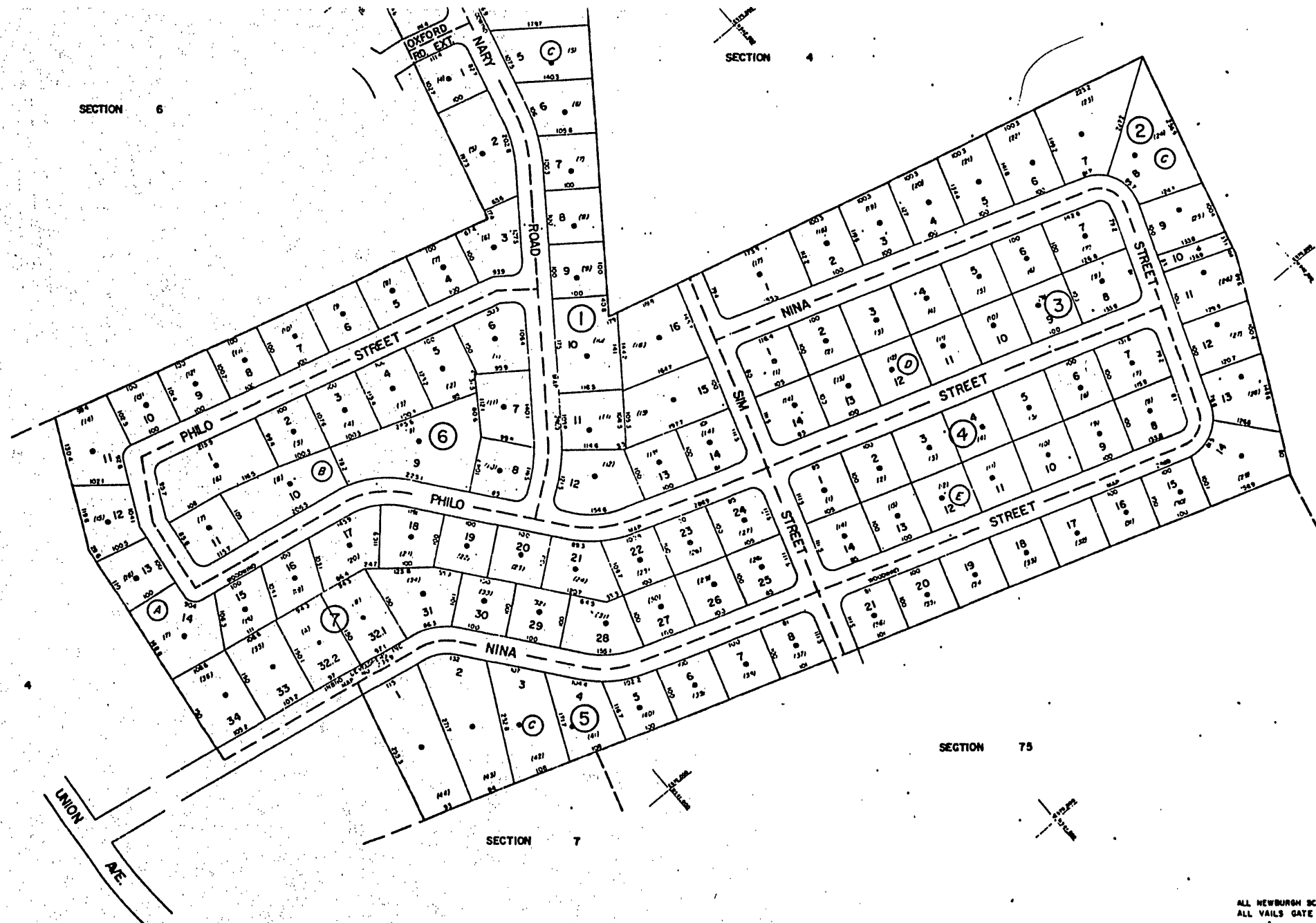
DESCRIPTION OF EXISTING SITE: SECTION 73 BLOCK 4 LOT 6

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT FOOTAGE FOR PURPOSES OF AN 10' X 12' DECK. (Existing)


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R4	USE A-9	
MIN. LOT AREA		
MIN. LOT WIDTH		



279

ALL NEWBURN SCHOOL DISTRICT
ALL VAILS GATE FIRE DISTRICT

Prepared by
N. Y. CO. TAX MAP DEPT.
BY: GOSHEM, N. Y. 10624
TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	BASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY LINE		TOWN ROADS	

ORANGE COUNTY~NEW YORK

Photo No. 8-539,541

Date of Photo: 3-1-65

Date of Map: 10-24-72

Date of Revision: 3-1-91

Scale 1" = 100'

TOWN OF NEW WINDSOR

Section No. 75

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 7

Request of PRUDENTIAL RELOCATION MANAGEMENT/DUBIANSKY

for a VARIANCE of

the regulations of the Zoning Local Law to

permit existing deck (10' x 12') with insufficient rear yard;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regulations-Col. G for property situated as follows:

454 Philo Street, New Windsor, N. Y., known and

designated as tax map Section 73-Blk. 4-Lot 6.

SAID HEARING will take place on the 12th day of April, 1993, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

JAMES NUGENT
Chairman



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

72

March 16, 1993

Ms. Theresa Smallman
Prudential Empire of New York
10 Moffatt Lane
Chester, NY 10918

Re: Tax Map Parcel: 73-4-6
Owner: Dubiansky, Stephen & Joanne

Dear Ms. Smallman:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00. Please remit the balance of \$70.00 to the Town Clerk's office.

Sincerely,

Leslie Cook (CO)

Leslie Cook
SOLE ASSESSOR

LC/cad
Attachments
cc: Pat Barnhart

Suo, John A. & Katherine M.
364 Nina St.
New Windsor, NY 12553

Rostek, Jan & Angelina
362 Nina St.
New Windsor, NY 12553

Organ, Thomas F. & Margaret M.
360 Nina St.
New Windsor, NY 12553

Probst, Carol & Jeremiah M. Whitaker
c/o Dept. of Housing & Urban Dev.
case #374-072653-203 ATTN: Single Fam. Loan Mgt.
26 Federal Plaza
New York, NY 10278

Griffin, Thomas J. Jr. & Kathleen L.
356 Nina St.
New Windsor, NY 12553

Lepora, Carmine & Frances
354 Nina St.
New Windsor, NY 12553

Ahern, Judith A.
352 Nina St.
New Windsor, NY 12553

App, Howard L. & Elsa
350 Nina St.
New Windsor, NY 12553

McCrossen, John C. & Kathryn
348 Nina St.
New Windsor, NY 12553

Union Ave. Developers, Inc.
178 Grand St.
Newburgh, NY 12550

Macchiarella, Isidoro & Rosario
346 Nina St.
New Windsor, NY 12553

Romero, Barbara L. & Joseph M. Wood
344 Nina St.
New Windsor, NY 12553

Stiller, James & Jeanne
342 Nina St.
New Windsor, NY 12553

Lehman, Gail
340 Nina St.
New Windsor, NY 12553

Kostenblatt, Mary & William
338 Nina St.
New Windsor, NY 12553

De Milt, Brendan F. & Susan D.
336 Nina St.
New Windsor, NY 12553

Wallace, Marilyn
334 Nina St.
New Windsor, NY 12553

Cohen, Elliott & Vicki
332 Nina St.
New Windsor, NY 12553

Nicolosi, Francis A. & Geraldine
330 Nina St.
New Windsor, NY 12553

Tepper, Samuel B. & Esther
328 Nina St.
New Windsor, NY 12553

Mittleman, Allen P. & Stephanie L.
326 Nina St.
New Windsor, NY 12553

Smith, Ray C. & Elizabeth A.
357 Nina St.
New Windsor, NY 12553

Bernstein, Myron & Phyllis F.
355 Nina St.
New Windsor, NY 12553

Stadler, Edward A. Jr. & Kathy A. Noll
353 Nina St.
New Windsor, NY 12553

Gordon, Robin S.
351 Nina St.
New Windsor, NY 12553

Cabasin, Joseph J. Jr. & Dorothy C.
349 Nina St.
New Windsor, NY 12553

Sweeney John D. & Suzanne M.
347 Nina St.
New Windsor, NY 12553

Joo, Cornell I. & Youngsin
345 Nina St.
New Windsor, NY 12553

Malaszuk, Peter & Irene
343 Nina St.
New Windsor, NY 12553

Frimm, Joseph J. Jr. & Patricia A.
Box 2866
Newburgh, NY 12550

Cestari, Alfred & Maureen
435 Philo St.
New Windsor, NY 12553

McCann, Thomas J. & Lorraine
433 Philo St.
New Windsor, NY 12553

Adams, Gary R.
431 Philo St.
New Windsor, NY 12553

Guarracino, John J. & Mary C.
429 Philo St.
New Windsor, NY 12553

Scott, Thomas & Joann E.
22-30 79 St.
Jackson Heights, NY 11370

Hersh, Bob & Rosemary
444 Philo St.
New Windsor, NY 12553

Finneran, Thomas & Kathleen
446 Philo St.
New Windsor, NY 12553

Sherman, Bertram P. & Beverly J.
448 Philo St.
New Windsor, NY 12553

Irizarry, Helga
450 Philo St.
New Windsor, NY 12553

Roberts, Dennis & Joan E.
452 Philo St.
New Windsor, NY 12553

Sousa, Ian J. & Filomena
456 Philo St.
New Windsor, NY 12553

McKeon, Donald S. & Diana
339 Nina St.
New Windsor, NY 12553

Hughey, Janice E.
337 Nina St.
New Windsor, NY 12553

D'Agostino, Robert & Xiomara
335 Nina St.
New Windsor, NY 12553

Enders, Villi P.
333 Nina St.
New Windsor, NY 12553

Breakiron, Richard C. & Bogardus, Anneke-Jans
331 Nina St.
New Windsor, NY 12553

Murphy, William S. Jr. & Brandee L.
329 Nina St.
New Windsor, NY 12553

Canale, John N. & Catherine A.
327 Nina St.
New Windsor, NY 12553

Lennon, James J. & Helene M.
375 Byron Lane
New Windsor, NY 12553

Pielli, Richard P. & Kim A.
354 Shelly Rd.
New Windsor, NY 12553

Slifstein, Arnold & Diane
94 Keats Dr.
New Windsor, NY 12553

Lauria, Michael R. & Jane
86 Keats Dr.
New Windsor, NY 12553

Peffer, Ralph C. & Mary E.
88 Keats Dr.
New Windsor, NY 12553

Wolfe, Gerald & Eva-Maria
c/o Serpa Lenna
Sycamore Gardens Apt. 39
Route 94
New Windsor, NY 12553

Schaefer, Warren L. & Marion Knox
95 Keats Dr.
New Windsor, NY 12553

D'Esposito, Victor & Rose
93 Keats Dr.
New Windsor, NY 12553

Eng, Ben & Irena
91 Keats Dr.
New Windsor, NY 12553

Grieco, Stephen & Donna
89 Keats Dr.
New Windsor, NY 12553

Ioannidis, Konstantinos & Margarita
87 Keats Dr.
New Windsor, NY 12553

Ramos, David & Migdalia
85 Keats Dr.
New Windsor, NY 12553

Talbot, Leo C. & Sandra I.
83 Keats Dr.
New Windsor, NY 12553

Goldenberg, Joseph & Hannah
380 Frost Lane
New Windsor, NY 12553

Scheible, Otto
439 Little Britain Rd.
Newburgh, NY 12550

Laborer's Local 17 Training & Educational Trust Fund
305B Little Britain Rd.
Newburgh, NY 12550

Geraci, Joseph P. & Myra Jean
Steel Rd.
New Windsor, NY 12553

Cech, Anton & Lucia
Steele Rd.
New Windsor, NY 12553

Dellafiora, Janet
52 Steele Rd.
New Windsor, NY 12553

Schaller, Patricia H. & Kurt A. & Stephen
54 Steele Rd.
New Windsor, NY 12553

Mac Nary, Lawrence F.
1 Far Horizons Dr.
Newburgh, NY 12550

Steele, Lois
PO Box 2181
Newburgh, NY 12550

Ciaffone, Michael
43 Steele Rd.
New Windsor, NY 12553

Langanke, Herbert
435 Little Britain Rd.
New Windsor, NY 12553

Commitment for Title Insurance



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of the title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:

AFFIRMATIVE ABSTRACT, INC.
P.O. BOX 4552
NEW WINDSOR, NEW YORK 12553-0552
(914) 562-0162
FAX (914) 562-0528

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Countersigned by:

This commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CERTIFICATION PAGE

Title #AA931011
Effective Date: 2/17/93

Redated:

PROPOSED INSURED:

PURCHASER: NINA ADLER and BRUCE D. COHEN
MORTGAGEE: EMPIRE OF AMERICA REALTY CREDIT CORP., its successors and/or assigns

AMOUNT OF INSURANCE:

MORTGAGE: \$92,000.00
FEE: \$127,000.00

THIS COMPANY CERTIFIES that good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this title report may be conveyed or mortgaged by:

STEPHEN DUBIANSKY and JOANNE DUBIANSKY, who acquired title by deed dated 9/10/86 made by IRWIN TOBACK and MARY TOBACK and recorded in the Orange County Clerk's Office on 10/7/86 in Liber 2588 of Deeds at page 80.

PREMISES DESCRIBED HEREIN IS KNOWN AS: 454 Philo Street

MUNICIPALITY: Town of New Windsor

COUNTY: Orange

TAX MAP DESIGNATION: 73-4-6

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Title #AA931011

SCHEDULE A AND SURVEY READING TO FOLLOW UPON RECEIPT OF SURVEY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

Title #AA931011

SCHEDULE B of the policy or policies to be issued will further contain exceptions to the following matters, unless same are disposed of to the satisfaction of the Company at or prior to closing:

1. Taxes, tax liens, tax sales and assessments set forth in separate schedule herein.
2. Water meter charges and sewer rents from the date of the last actual reading of the meter, including all charges entered hereafter, but which may include usage prior to the date of the policy to be issued herein.
3. Mortgage(s) returned herein (TWO) set forth in separate schedule herein. If the mortgage(s) returned herein is a (are) credit line mortgage(s) and is not specifically set forth on the recorded document, this Company requires that the pay off letter from the lending institution state the following language: "The credit line on the subject mortgage is frozen and the mortgagors cannot withdraw any further funds therefrom."
4. Easements, conditions, restrictive covenants, encumbrances, defects and objections of title: Easements in Liber 1937 Cp. 548, Liber 1931 Cp. 664, Liber 1427 Cp. 346, Liber 1341 Cp. 258, Liber 1149 Cp. 92, Liber 1136 Cp. 210 and Liber 1110 Cp. 316
5. Subject to rights and easements, if any, acquired by any public utility company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
6. Judgment, mechanic's lien and other lien search against NINA ADLER and BRUCE D. COHEN discloses NOTHING FOUND.
7. Judgment, mechanic's lien and other lien search against STEPHEN DUBIANSKY and JOANNE DUBIANSKY discloses NOTHING FOUND.
8. Any state of facts an accurate survey may disclose.
9. The amount of acreage is not insured.
10. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to a title insurance company.

11. No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule A or which may cross over same.
12. Rights of present tenants, lessees or parties in possession.
13. The identity of the parties at the closing of this title should be established to the satisfaction of the closer and the Affidavit attached to this title report executed before a Notary Public at or prior to closing and provided to the closer.

The following matters are expressly excluded from the coverage of the policy, and the company will not pay loss or damage costs, attorneys' fees or expenses which arise by reason of:

14. a. Any law, ordinance or government regulation (including, but not limited to, building and zoning laws, ordinances or regulations) restricting, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of the Policy.

b. Any government police power not excluded by paragraph "a" above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of the Policy.
15. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the date of the Policy, but not excluding from coverage any taking which has occurred prior to the date of the Policy which would be binding on the rights of a purchaser for value without knowledge.
16. The company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over: (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or (b) any environmental protection lien provided for by any state

statute in effect at Date of Policy, except environmental protection liens provided by the Public Health Law Section 1307.

17. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at the date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the Policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to the date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by the policy.
18. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of Federal bankruptcy, state insolvency or similar creditor's rights laws
19. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of Federal bankruptcy, state insolvency or similar creditor's rights laws that is based on: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the interest on the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure; (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value of a judgement or lien creditor.
20. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at the date of the Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable business laws of the State of New York.
21. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage which is based upon usury or breach of any consumer credit protection or truth in lending law.

22. Any statutory lien for services, labor or material (or the claim of priority of any statutory lien for services, labor or material over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to the date of the Policy and is not financed in whole or in part by the proceeds of the indebtedness secured by the insured mortgage which, at the date of the Policy, the insured has advanced or is obligated to advance.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MORTGAGE SCHEDULE

Title #AA931011

MORTGAGOR: INBRO DEVELOPMENT CORP.

MORTGAGEE: HERITAGE SAVINGS BANK

AMOUNT: \$32,900.00

DATED: 8/27/74

RECORDED: 8/28/74

LIBER 1660 OF MORTGAGES AT PAGE 131

WHICH MORTGAGE WAS ASSIGNED TO ANCHOR SAVINGS BANK BY ASSIGNMENT DATED 1/3/78 AND RECORDED IN THE ORANGE COUNTY CLERK'S OFFICE ON 1/19/78 IN LIBER 1727 AT PAGE 639

THE MORTGAGE RETURNED HEREIN, unless Company is provided with a pay-off letter to be verified at closing by the mortgagee or a Satisfaction of Mortgage in recordable form at or prior to closing, will appear as an exception from coverage in the policy to be issued hereunder.

THE INFORMATION SET FORTH HEREIN has been obtained from the recorded instrument. However, there are instances when the provisions of a mortgage are modified by agreements which are not recorded. This Company suggests that you communicate with the mortgagee if you desire additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to this Company as soon as is conveniently practicable to enable further searches to be made.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MORTGAGE SCHEDULE

Title #AA931011

MORTGAGOR: STEPHEN DUBIANSKY and JOANNE DUBIANSKY

MORTGAGEE: DALE MORTGAGE BANKERS CORP.

AMOUNT: \$90,000.00

DATED: 9/10/86

RECORDED: 10/7/86

LIBER 2411 OF MORTGAGES AT PAGE 325

THE MORTGAGE RETURNED HEREIN, unless Company is provided with a pay-off letter to be verified at closing by the mortgagee or a Satisfaction of Mortgage in recordable form at or prior to closing, will appear as an exception from coverage in the policy to be issued hereunder.

THE INFORMATION SET FORTH HEREIN has been obtained from the recorded instrument. However, there are instances when the provisions of a mortgage are modified by agreements which are not recorded. This Company suggests that you communicate with the mortgagee if you desire additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to this Company as soon as is conveniently practicable to enable further searches to be made.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TAX SCHEDULE

Title #AA931011

COUNTY: Orange
MUNICIPALITY: Town of New Windsor
PREMISES ADDRESS: 454 Philo Street
TAX MAP DESIGNATION: 73-4-6
SCHOOL DISTRICT: Newburgh Central
PROPERTY SIZE: 100x100
PROPERTY CLASS CODE: 210
ASSESSED VALUATION:

LAND: \$10,000.00 TOTAL: \$38,900.00

ASSESSED TO: STEPHEN DUBIANSKY and JOANNE DUBIANSKY

1993 STATE, COUNTY AND TOWN TAXES: \$1,699.09 PAID 1/7/93

1992/93 SCHOOL TAXES: \$1,714.44
1st Installment: \$571.48 PAID
2nd Installment: \$571.48 PAID
3rd Installment: \$571.48 OPEN DUE 3/8/93

PAID WATER AND SEWER RECEIPTS TO BE PRODUCED AT CLOSING. POLICY WILL EXCEPT ALL UNPAID WATER AND SEWER RENTAL CHARGES OR ASSESSMENTS IN THE ABSENCE OF PAID BILLS AND RECEIPTS UNLESS PAID BILLS AND RECEIPTS ARE PRESENTED AT CLOSING.

MUNICIPAL SEARCH
FOR INFORMATION ONLY

Title #AA931011

Municipal department searches for notices of violations of laws, regulations and ordinances filed therein, including searches for a Certificate of Occupancy or Building or other Permits are only made upon the specific request of the applicant. When requested, the search is made by the Building Department of the municipality where the subject premises lie and are referred to as "Record Searches". A "Record Search" only discloses those violations reported by the last inspection made by the Building Department and do not disclose the present condition, which can be ascertained only by requesting a new inspection of the subject premises and by the applicant paying the appropriate fee therefor. Municipal searches are not continued to the date of the closing by the Title Company, nor are new searches made in the event of an adjournment of the closing. All municipal searches are made at an additional charge to the applicant.

This Company does not, in any event, insure that the buildings or other improvements on the subject premises or the present use thereof comply with Federal, State and/or Municipal Laws, regulations and ordinances in that the aforementioned laws do not affect title to the subject premises and the Company therefor assumes no liability whatsoever by reason of the ordering of such municipal searches and does not insure the accuracy thereof. The municipal search is provided as a service for the benefit of the applicant and/or the applicant's lending institution.

The following information has been furnished by the Building Department, Town of New Windsor, County of Orange and State of New York:

Regarding the municipal search, see attached letter and enclosures, if any, from the said Building Department.

Philo Street is municipally maintained.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

FEBRUARY 3, 1993

AFFIRMATIVE ABSTRACT INC.
104 HOLLY DRIVE
P.O. BOX 4552
NEW WINDSOR, N.Y. 12553

PROPERTY ASSESSED TO: STEPHEN AND JOANNE DUBIANSKY
454 PHILO STREET
NEW WINDSOR, NY 12553
SECTION 73, BLOCK 4, LOT 6

DEAR SIR:

PLEASE FIND ENCLOSED A COPY OF THE CERTIFICATE OF OCCUPANCY #123
ISSUED OCTOBER 23, 1974 FOR THE ABOVE REFERENCED STRUCTURE.

THE ASSESSORS RECORDS INDICATE THE CONSTRUCTION OF A DECK IN 1979
AND THE CONSTRUCTION OF A FIREPLACE IN 1979 WITHOUT BUILDING
PERMITS. THESE ARE VIOLATIONS OF THE BUILDING CODE.

PHILO STREET IS OWNED AND MAINTAINED BY THE TOWN OF NEW WINDSOR.

TITLE #9 NYCRR REQUIRES THAT A SMOKE DETECTOR BE INSTALLED PRIOR
TO THE SALE OF THESE PREMISES. PLEASE SUBMIT TO THE FIRE
INSPECTOR AT THE ABOVE ADDRESS THE ENCLOSED AFFIDAVIT OF
COMPLIANCE INDICATING THAT A SMOKE DETECTOR HAS BEEN INSTALLED
AND IS IN OPERATION.

VERY TRULY YOURS,

Michael Babcock
MICHAEL BABCOCK
BUILDING INSPECTOR *MB*

MB:ldm

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOMES

State of New York)

SS:

County of Orange)

1. (I) (We) are the transferor (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single station smoke detecting alarm device.

2. The property is a (one (two) family dwelling located at:

Address: _____

Town: _____ County _____

State _____ Zip Code _____

3. (I) (We) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferor L.S.

Transferor L.S.

Sworn to before me this _____ day

of _____, 19_____.

Notary Public

Application No. _____ Permit No. 896-74

Building Department
 (CITY, TOWN OR VILLAGE) OF NEW WINDSOR 555 UNION AV
(Address and Telephone Number)

County of: ORANGE

Location: PHILO STREET

Map No.: _____ Section: _____ Block: E Lot: 6

Certificate of Occupancy

No. 123-74

Date OCTOBER 23 1974

THIS CERTIFIES that the building located at premises indicated above, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated APRIL 2 1974, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law. The occupancy for which this certificate is issued is A

ONE FAMILY DWELLING

This certificate is issued to INBR. DEVELOPMENT CORP
(owner, leasee or tenant)
 of the aforesaid building.

Howard R. Calvert
 Superintendent of Buildings

(The Certificate of Occupancy will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before the issuance of the Certificate of Occupancy.)

GRANT OF RIGHT OF WAY

LIBER 1937 PG 548

BETWEEN

The New York Telephone with principal offices at 140 West Street, New York, New York and Central Hudson Gas & Electric Corp., 284 South Ave., Poughkeepsie, N.Y. (hereinafter referred to as the Grantee), and the undersigned Inbro Development Corp. residence at C/O Jack Rosen, 2000 Linwood Ave., Fort Lee N.J. (hereinafter referred to as the Grantor) 07024.

NOW, therefore, for and in consideration of the sum of one (\$1.00) dollar, cash for the ~~sum of one dollar~~ receipt of which is hereby acknowledged the Grantor hereby grants and conveys unto the Grantee, its' respective successors, lessees and assigns a permanent easement for the right, privilege, and authority to construct, reconstruct, enlarge, relocate, replace, remove, operate, protect, inspect and maintain from time to time without notice to include

SECTION A: All necessary facilities including, but not limited to poles, wires, aerial cables, guys, anchors, crossarms, braces and associated plant adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

X SECTION B: All necessary facilities, including, but not limited to underground cables, pipes, mains, conduit, ducts, markers, appurtenances and associated service wires adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

SECTION C:

X SECTION D: The facilities will be placed within the 50 foot width of the streets of Woodwind

development and along the front, side and/or rear lot lines as the grantee deems necessary to meet the service needs as provided and determined by Grantee for said development now and in the future.

SECTION E: The property affected by the within Grant is a foot strip of land having as its center line the location of facilities installed by Grantee herein the location of these facilities to be determined and approved by the Grantee and Grantor.

SECTION F: Rider attached hereto and made a part hereof.

SECTION(S) "B and D" will be the only section(s) applicable herein.

The undersigned hereby further grants permanent ingress and egress over, under and across the land with a permanent right to trim, cut, and remove at any time brush, trees and other objects as the Grantee deems necessary on said lands.

The property which the undersigned owns or in which the undersigned has an interest situate On the Northerly side of Union Ave., bounded on the East by the lands of Brune, bounded on the North by the lands of Ceraci, Steele, and Newburgh Superior Packing Co., bounded on the West by Heather Acres and Robert MacNary.

in the Town of New Windsor, County of Orange
State of New York.

The terms hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of and as may apply to the undersigned and said corporations respectively.

In witness whereof, this instrument has been duly executed by the Grantor under seal this day of October, 19 72.

WITNESS:

GRANTOR:

X

Jack Rosen (L. S.)
Jack Rosen (Pres.)
2000 Linwood Ave. Fort Lee N.J.

(L. S.)

(L. S.)

Place Corporate Seal Above



LIBER 1937 PG 549

GRANT OF RIGHT OF WAY

LIBER 1931 PG 664

BETWEEN

Co.

The New York Telephone with principal offices at 140 West Street, New York, New York and Central Hudson Gas & Electric Corp. 284 South Ave., Poughkeepsie, N.Y. (hereinafter referred to as the Grantee), and the undersigned Inbro Development Corp. residence at 2000 Linwood Ave., Fort Lee, N.J. 07024. (hereinafter referred to as the Grantor)

NOW, therefore, for and in consideration of the sum of one (\$1.00) dollar, ~~the Grantor hereby grants and conveys unto the Grantee, its' respective successors, lessees and assigns a permanent easement for the right, privilege, and authority to construct, reconstruct, enlarge, relocate, replace, remove, operate, protect, inspect and maintain from time to time without notice to include~~ receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its' respective successors, lessees and assigns a permanent easement for the right, privilege, and authority to construct, reconstruct, enlarge, relocate, replace, remove, operate, protect, inspect and maintain from time to time without notice to include

SECTION A: All necessary facilities including, but not limited to poles, wires, aerial cables, guys, anchors, crossarms, braces and associated plant adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

X SECTION B: All necessary facilities, including, but not limited to underground cables, pipes, mains, conduit, ducts, markers, appurtenances and associated service wires adaptable to present and future needs required for electric, gas and telephone and/or communication industry.

SECTION C:

X SECTION D: The facilities will be placed within the 50 foot width of the streets of Woodwind Sub-division. development and along the front, side and/or rear lot lines as the grantee deems necessary to meet the service needs as provided and determined by Grantee for said development now and in the future.

SECTION E: The property affected by the within Grant is a _____ foot strip of land having as its center line the location of facilities installed by Grantee herein the location of these facilities to be determined and approved by the Grantee and Grantor.

SECTION F: Rider attached hereto and made a part hereof.

SECTION(S) "B and D" will be the only section(s) applicable herein.

The undersigned hereby further grants permanent ingress and egress over,

The property which the undersigned owns or in which the undersigned has an interest situate On the Northerly side of Union Avenue, Bounded on the East by the lands of Paola and the lands of Brune, and bounded on the West by the lands of N/E of MacNary, Heather Acres, and the Newburgh Superior Packing Co.

in the Town of New Windsor, County of Orange
State of New York.

The terms hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of and as may apply to the undersigned and said corporations respectively.

In witness whereof, this instrument has been duly executed by the Grantor under seal this 4th day of December, 19 72.

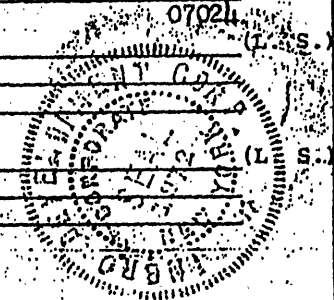
WITNESS:

GRANTOR:

X

Jack Rosen (L. S.)
Jack Rosen (Pres.)
2000 Linwood Ave, Eort Lee, N.J.

07024



Place Corporate Seal Above.

LIBER 1931 PG 665

期

INDIVIDUAL ACKNOWLEDGEMENT
STATE OF NEW YORK

[Handwritten signature]

[Handwritten signature]

21149

South Road no number Poughkeepsie, New York

Received from Central Hudson Gas & Electric Company, on this 27th day of January, 1950, the sum of One thousand and 00/100 Dollars (\$1,000.00) which is hereby accepted in full payment and satisfaction for the easement, right-of-way, right to construct, operate and maintain thereon and to repair, replace, protect and remove, mains, pipes, ducts, conduits and other appurtenances and fixtures adaptable to the present or future needs, uses and purposes of the grantee, its successors, assigns and lessees for the transportation or transmission of gas natural, manufactured or mixed and to trim, cut and remove such trees and other objects on said right of way as in the judgment of the grantee is necessary for the construction, operation and maintenance of said pipe line, and all other rights granted to said Central Hudson Gas & Electric Company, its successors, assigns and lessees, by the undersigned, by an instrument bearing date the 15th day of July 1949 and recorded in the Orange County Clerk's office on the 26th day of September, 1949, in Liber 1136 of Deeds, at page 210. This right of way shall extend from Union Avenue on the south in a northerly direction to the property line of Steele on the north.

In the presence of:

Howard B. Hewitt
Spencer P. Hewitt

J. Stewart Mac Mary, Jr. (I.S.)
no number Union Ave. (I.S.)
Town of New Windsor, Orange
County, New York

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On this 27th day of January, 1950, before me, the subscriber, personally appeared N. STEWART MAC MARY, Jr. to me personally known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Howard B. Hewitt
Notary Public
HOWARD B. HEWITT
Notary Public in the State of New York
Residing at Newburgh, Orange Co., N.Y.
Certificate filed in Ulster County, 10/15/47
My Commission Expires March 10, 1952

Attest: Recorded Entered February 10th 1950 at 12-10 P.

R. E. Dunning Clerk

Gas Transmission Line – Easement Grant

For and in consideration of One Dollar in hand paid to

No. 42 Union St. Town of Free Will in Charge N.Y.
Number Street Ward City Village County

herein designated as "The Grantor," the Grantor do hereby grant and convey (to "CENTRAL HUDSON GAS & TERMINAL CORPORATION" having its principal office (residence) at South Road (no street number), Poughkeepsie, Dutchess County, New York, herein designated as "The Grantee," its successors and assigns, no easement and right of way 40 feet in width throughout its extent, in, upon, over and across the lands of the Grantor, including roads and highways (thereon and adjacent thereto, situated in the Town of Poughkeepsie of Dutchess County of New York State of New York.

Said easement and right of way shall extend from the property line of Union Ave on the south In a westerly direction to the property line of State on the north

TOGETHER with the right at all times to enter thereon and to have access thereto, and to lay, construct, locate, replace, repair, alter, operate and maintain a pipeline over and through said property, and all mains, pipes, ditches, conduits and other appurtenances, fixtures, admissible to the present or future needs and purposes of the Grantee, its successors, assigns, and licensees for the transportation or transmission of gas, natural, manufactured or mixed, and to trim and remove such trees and other objects on all right of way and the enjoyment of the Grantee is necessary for the construction, operation or maintenance of said pipeline.

[illegible]

Further, the Contractor accepts the obligation of the Grantee to pay such additional amount in lieu of any vendor's lien or request of lien.

All payment transactions may be made by MasterCard New Member authorized to receive and apply for same.

The Grants hereby covenant and warrant that the above described land is known to and legally owned by Grant and conveyed to the City of San Francisco for the purposes stated herein.

It is mutually understood and agreed that this instrument as originally written covers all the agreements and stipulations between the parties and that no representation of agreement, verbal or written, have been made modifying, adding to or changing the terms or original intent of the instrument.

Signed _____

[illegible]

W. H. Long

[illegible]

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• 140 WEST ST, NEW YORK N.Y.

LOWY THE NEWBUNDSON

In a **EASTERLY** direction into the property line of **BRUNNEN**

AND SHALL ALSO EXTEND TO OTHER PORTIONS OF THE PROPERTY OF THE UNDERSIGNED.
THE EXISTING LINE MAY BE EXTENDED SUBSEQUENTLY TO SUPPLY SERVICE TO OTHER

nm. Together with the right to file to sue thereon and have such suits to and to construct, rebuild, alter and maintain the same to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guy wires, braces, underground conduits and all other appurtenances and fixtures appurtenant to the present and future needs, uses and purposes of said corporation(s), their respective successors, heirs, assigns and assigns.

Together with the right also to attach, guy wires to trees on said property and to trim, cut and remove same and any other trees or shrubs as to provide clearance of feet from the wires of said corporation(s).

[illegible]

the undersigned, as my agent, to do and perform all such acts and things as may be necessary and proper to carry out the purposes of the foregoing, and to execute and deliver all such documents and instruments as may be necessary and proper to carry out the purposes of the foregoing, and to do and perform all such other acts and things as may be necessary and proper to carry out the purposes of the foregoing.

The provisions relating to insurance and the other legal requirements are also set out in the above table and explained, respectively.

Slaved, seized and delivered on November 30, 1948. Adm. Consent 100

Harold G. Hunt ☒ Residence 10406 S. 10th St.

NEW WINDSOR 674000

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

064058

T.T.
53600

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 10th day of September, nineteen hundred and EIGHTY SEVEN
BETWEENIRWIN TOBACK and MARY TOBACK, husband and wife
454 Philo Street
New Windsor, N.Y. 12550

party of the first part, and

STEPHEN DUBIANSKY and JOANNE DUBIANSKY, husband and wife
21-83 Crescent Drive
Thiells, N.Y. 10984

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, being shown and designated as Lot #6, Block E as shown on a certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 and filed in Orange County Clerk's Office on September 26, 1972 as Map #2869 (2 sheets).

BEING the same premises described in a deed dated October 24, 1974 from INBRO DEVELOPMENT CORP. to IRWIN TOBACK and MARY TOBACK, husband and wife, and recorded in the Orange County Clerk's Office on October 25, 1974 in Liber 1992 of Deeds at Page 1064.

73

4

6

NEW WINDSOR

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any surveys and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" wherever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Irwin T. T. T.Mary T. T. T.

REF 2558 PG 50

07-08-04

Standard N.Y.S.S. Form 6201, Surplus and Sale Book, with General Special Order's Act—Individual or Corporation.

MEI 1971, LEFFLER, CDR.
U.S. NAVY, State of New York
a. 007061
arrived in Orange County
on 10/10/71 from Orange Feb. 25, 1971

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed by name therein by like order.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed in name as witness thereto.

TITLE NO: 21-3342

Spokane & Inland Waterways

**COMMONWEALTH LAND
TITLE INSURANCE COMPANY**

COUNTY OR TOWN *Adams* *12/1/15*

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

749 No. 10763

ITARDI CROSTORI DI VIA ROMA 1078 MILANO

RECEIVED
JAN 17 1966
REAL ESTATE
TRANSFER TAX
PRINCE
COUNTY

REF 2588 PG 91

Orange County Clerk
 Recorded at 2:12
 of C. C. 1-1-12: 9:02
 of clock 1-1-12: 2:12
 of 1-1-12: 2:12
 and Examined.

Examined

Miner, L. Mearns

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Prudential Relocation Mgmt./Dubiansky,
Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#93-7.
-----x

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On _____, I compared the 72 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
day of _____, 19 ____.

Notary Public

(TA DOCDISK#7-030586.AOS)